

**FLATHEAD COUNTY PARKS & RECREATION
FACILITY RENTAL AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 20 ____, by and between Flathead County Parks Department, herein referred to as **"Department"**, and _____ (Organization Name), hereinafter referred to as **"Permittee"**, for the purpose of using a County facility for an event referenced on the Park/Facility Permit Application, herein referred to as **"Event"** at (name of Park/Facility) _____, herein referred to as **"Facility"**.

WITNESSETH:

WHEREAS, Permittee desires to use Facility for Event

From: Date _____ Time _____

To: Date _____ Time _____, and

WHEREAS, Department is agreeable to such use, the parties hereto agree that Permittee shall be granted the use of Facility on the aforementioned date subject, however, to the following fees and conditions.

1. A Security Deposit in the amount of \$ _____ is payable at time of application. Failure to abide by the terms of the Facility Rental Agreement and/or cancellation of Permit within 10 business days of Event will result in forfeiture of the Security Deposit.
2. A Facility rental fee in the amount of \$ _____ is payable at least 20 business days in advance. Permittee acknowledges that set-up and take-down/clean-up time is included in the Permit Application.
3. All fees, insurance certificates and any applicable licenses must be submitted 20 business days prior to the event or the date will be released from the calendar and any paid fees returned.
4. Permittee hereby agrees to collect and remit to the Department any additional fees related to the event, including but not limited to campsite and stall fees.
5. Except as it may unreasonably interfere with Event, the area described in the Park/Facility Permit Application is non-exclusive and shall remain open for use by the public
6. The Department has the right to limit the hours of activities for which Permittee will be using Facility. Set up time and break down/clean up time must be included in the permitted time.
7. Facility is rented as is. Permittee understands and agrees that Facility is a public park and Department cannot guarantee the cleanliness/condition of Facility for Event. It is the responsibility of Permittee to ensure the Facility meets their needs and cleaning standards.
8. Only items listed on the Permit Application and agreed to by Department may be placed in the use area. In the event Department items need to be moved, Permittee is responsible for moving them and returning them to their original location. Failure to return items to their original location shall result in forfeiture of the security deposit.
9. All waste and debris resulting from Event shall be disposed of by Permittee as directed by Department. Permittee shall maintain Facility in a clean, neat condition for the duration of Event, and leave Facility in the same or better condition than prior to Event.
10. Permittee shall inspect the area described by the Permit Application before Event and shall remove, eliminate or correct any condition or hazard commonly understood to be unsafe or dangerous. Permittee shall maintain the permit area in a safe condition for the duration of Event.
11. Permittee shall be responsible for any damages to Department property and shall assume all responsibility for damages or injuries to persons and/or property at Event. In the event of any loss or damage Permittee agrees to immediately reimburse Department for the replacement value of damaged item(s). Refusal to reimburse as required may result in legal action.
12. Permittee and its officers, agents, representatives, employees and members shall indemnify, protect and defend the County of Flathead, and its elected and appointed officials, agents, representatives, employees and members, and hold them harmless from demands, lawsuits and causes of action of any nature whatsoever, and against any and all claims, damages, costs and expenses, including reasonable attorney's fees, and all costs of litigation and judgment arising either from management of Event or from any breach or default, or any acts of omission by Permittee and its officers, agents, representatives, employees

and members in the performance of the Facility Rental Agreement and Event, or from any acts of omissions by Permittee and its officers, agents, representatives, employees and members under this Agreement.

13. Permittee shall provide general and specific supervision to:
 - a) Inspect Facility for potential hazards to the activity;
 - b) Plan for safe conduct of participants;
 - c) Provide adequate and proper equipment for the Event, if any;
 - d) Warn participants of the inherent danger of the Event, if any;
 - e) Inform participants of emergency procedures, if applicable; and
 - f) Closely control the activity itself, particularly with minors.
14. Permittee shall submit a plan to direct and supervise parking for participants' and spectators' motor vehicles in order to prevent traffic concerns. Permittee shall take reasonable action to administer this plan and shall post observers at all points where the event activity crosses a road.
15. Commercial activity/vending is prohibited in all County Parks and is defined as goods and/or services sold for profit in conjunction with Event. If Permittee purchases goods or services and provides them free of charge, specific insurance requirements may apply, which shall be the sole responsibility of Permittee.
16. Facility rental by a business enterprise, community or civic organization requires a separate liability policy \$1,000,000/occurrence for the specific event, with Flathead County named as an additional insured.
17. Alcohol service that is outsourced must be preapproved by Department and must be by a licensed and insured service hired by Permittee. A copy of the license and a certificate of insurance must be provided, with Flathead County named as additional insured. Permittee shall take all reasonable measures to ensure that minors do not consume alcoholic beverages at Facility and that no problems occur as a result of alcoholic beverages being served.
18. Permittee agrees to return all keys to Department at the conclusion of Event.
19. Permittee, by signing below, acknowledges that he/she knows, understands and appreciates the risks involved in the activity.
20. Permittee agrees to abide by all adopted Flathead County Parks and Recreation Rules and Regulations.
21. Applicable to Herron Park Rentals: Permittee understands and agrees to the following:
 - a) Use of jumps is non-exclusive and requires prior authorization from the Flathead Combined Training Association (FCTA), who may be contacted by calling Linda Tutvedt at 406-249-3377;
 - b) Cross Country jumps may be used with the understanding that the users are responsible for damages;
 - c) Stall use is \$15 per day and all material & waste shall be scraped, removed and put in provided waste boxes at the north & south end of the stalls upon departure, or the Permittee shall be charged and/or forfeit the Security Deposit;
 - d) All horse trailer parking shall be in the designated areas only; and
 - e) Dressage arenas must be raked after each use.
21. By signing below, the signator hereby warrants he/she is acting solely in signator's capacity as an agent of the Organization/Permittee listed above. Signator warrants he/she possesses the authority to enter into this agreement on behalf of the Permittee, this Agreement has been duly approved by the Permittee, and Permittee intends to be bound by all terms included herein.

IN WITNESS WHEREOF, this Agreement shall be executed on the day and year below by the parties hereto.

Permittee (Agent of Organization) Name	Signature	Phone Number	Date
Board Representative Name	Signature	Phone Number	Date